

Exhibit “A”

EXHIBIT "A"

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

IN RE:	§	
	§	
THE GATEWAY VENTURES, LLC,	§	CASE NO 21-30071-hcm
	§	Chapter 11
	§	
Debtor.	§	
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	§	
WESTAR INVESTORS GROUP, LLC,	§	
SUHAIL BAWA and SALEEM MAKANI,	§	
	§	
Plaintiffs,	§	
	§	
V	§	Adversary No. 21-03009-hcm
	§	
THE GATEWAY VENTURES, LLC,	§	
PDG PRESTIGE, INC., MICHAEL	§	
DIXSON, SURESH KUMAR, and	§	
BANKIM BHATT,	§	
	§	
Defendants	§	
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**ANSWER OF MICHAEL DIXON TO CROSS-CLAIMS BY SURESH KUMAR
(RE: DOCKET NO. 22)**

Michael Dixon individually ("Dixon") files this Answer to *Suresh Kumar's Amended Coutnerclaim and Cross-Claim* (the "Cross-Claim") as set forth at Page 7 et seq. of Docket No 22, and in support thereof would show the Court the following:

I.
PARTIES

1. Dixon admits Paragraph No. 1 of the Cross-Claim.
2. Dixon admits Paragraph No. 2 of the Cross-Claim.
3. Dixon admits Paragraph No. 3 of the Cross-Claim.

II.
JURISDICTION AND VENUE

4. Dixon admits Paragraph No. 4 of the Cross-Claim.

III.
BACKGROUND FACTS

5. Dixon admits in part and denies in part Paragraph No. 5 of the Cross-Claim. The final agreement of the parties is reflected in the Agreement attached to Westar's proof of claim. The balance of this Paragraph is denied.

6. Dixon admits in part and denies in part Paragraph No. 6 of the Cross-Claim. Dixon is generally aware of the formation of Westar by and among Kumar, Bawa, and Makani. Dixon otherwise lacks information regarding the full scope and/or purpose of the formation of Westar and thus denies the balance of this Paragraph.

7. Dixon admits Paragraph No. 7 of the Cross-Claim. The controlling Agreement is that which was attached to the Westar proof of claim in the underlying bankruptcy case. Dixon denies the balance of this Paragraph.

8. Dixon admits in part and denies in part Paragraph No. 8 of the Cross-Claim. Kumar represented the 35% ownership and 35% obligation, but Dixon does not possess all facts regarding the inner-workings of Westar, and thus the balance of this Paragraph is denied.

9. Dixon admits in part and denies Paragraph No. 9 of the Cross-Claim. The sale of the tract is one option under the Agreement. The site plan Exhibit A was not affixed to the Agreement as executed. Dixon denies the balance of this Paragraph.

10. Dixon admits in part and denies in part Paragraph No. 10 of the Cross-Claim. The amount which Kumar was to invest or was willing to invest with Westar changed from time to time. The amount attributed to Kumar was later resolved in correspondence among the

parties, which correspondence is attached to the Westar proof of claim in the underlying bankruptcy case. Dixon denies the balance of this Paragraph.

11. Dixon denies Paragraph No. 11 of the Cross-Claim.

12. Dixon admits in part and denies in part Paragraph No. 12 of the Cross-Claim.

The dates are specified in the Agreement. Westar and/or Kumar, Bawa, and/or Makani did not perform the conditions precedent under the Agreement according to the timing required under the Agreement. Dixon denies the balance of this Paragraph.

13. Dixon denies Paragraph No. 13 of the Cross-Claim.

14. Dixon denies Paragraph No. 14 of the Cross-Claim.

15. Dixon admits in part and denies in part Paragraph No. 15 of the Cross-Claim.

The allocation of funds among the Westar parties in general and with Kumar in particular was in frequent and/or constant dispute, which disputes culminated in the and/or includes email attached to the Westar proof of claim. The balance of this Paragraph is denied.

16. Dixon admits in part and denies in part Paragraph No. 16 of the Cross-Claim.

The total funds provided by Kumar were addressed by The Gateway Ventures LLC in the underlying bankruptcy case as related to Westar. The provision of and/or disposition of any other funds is yet to be determined, and thus the balance of this Paragraph is denied.

17. Dixon admits in part and denies in part Paragraph No. 17 of the Cross-Claim.

The Gateway Ventures LLC relied upon Westar's full and timely performance in order to, inter alia, obtain other financing in connection with the acquisition of the 20-acre tract, which performance Westar did not provide. The balance of this Paragraph is denied.

18. Dixon is without sufficient information to admit or deny Paragraph No. 18 of the Cross-Claim and thus this Paragraph is denied.

19. Dixon denies Paragraph No. 19 of the Cross-Claim.

20. Dixon denies Paragraph No. 20 of the Cross-Claim.

21. Dixon admits in part and denies in part Paragraph No. 21 of the Cross-Claim.

Numerous correspondence was exchanged among the parties during 2019-2020 regarding funds that were in dispute, which correspondence resulted in the email and/or includes the email attached to Westar's proof of claim. Aside from the correspondence that is attached to the proof of claim, this Paragraph is denied pending production and review of the particular correspondence referenced and described in this Paragraph.

22. Dixon is without sufficient information to admit or deny Paragraph No. 22 of the Cross-Claim. Numerous correspondence was exchanged among the parties during 2019-2020 regarding funds that were in dispute, which correspondence resulted in the email and/or includes the email attached to Westar's proof of claim. Aside from the correspondence that is attached to the proof of claim, this Paragraph is denied pending production and review of the particular correspondence referenced and described in this Paragraph.

23. Dixon admits in part and denies in part Paragraph No. 23 of the Cross-Claim. Numerous correspondence was exchanged among the parties during 2019-2020 regarding funds that were in dispute, which correspondence resulted in the email and/or includes the email attached to Westar's proof of claim. Aside from the correspondence that is attached to the proof of claim, this Paragraph is denied pending production and review of the particular correspondence referenced and described in this Paragraph.

24. Dixon admits in part and denies in part Paragraph No. 24 of the Cross-Claim. Numerous correspondence was exchanged among the parties during 2019-2020 regarding funds that were in dispute, which correspondence resulted in the email and/or includes the email

attached to Westar's proof of claim. Aside from the correspondence that is attached to the proof of claim, this Paragraph is denied pending production and review of the particular correspondence referenced and described in this Paragraph.

25. Dixon admits in part and denies in part Paragraph No. 25 of the Cross-Claim. Numerous correspondence was exchanged among the parties during 2019-2020 regarding funds that were in dispute, which correspondence resulted in the email and/or includes the email attached to Westar's proof of claim. Aside from the correspondence that is attached to the proof of claim, this Paragraph is denied pending production and review of the particular correspondence referenced and described in this Paragraph.

26. Dixon denies Paragraph No. 26 of the Cross-Claim.

27. Dixon is without sufficient information to admit or deny Paragraph No. 27 of the Cross-Claim and thus this Paragraph is denied. Dixon engaged in various settlement discussions with the parties over time, and Dixon is unaware of all of the communications that occurred among the Westar parties.

28. Dixon denies Paragraph No. 28 of the Cross-Claim.

29. Dixon denies Paragraph No. 29 of the Cross-Claim.

30. Dixon denies Paragraph No. 30 of the Cross-Claim.

31. Dixon denies Paragraph No. 31 of the Cross-Claim.

32. Dixon denies Paragraph No. 32 of the Cross-Claim.

33. Dixon denies Paragraph No. 33 of the Cross-Claim.

COUNTERCLAIM

34. Dixon denies Paragraph No. 34 of the Cross-Claim. (This Paragraph does not pertain to Dixon.)

35. Dixon denies Paragraph No. 35 of the Cross-Claim. (This Paragraph does not pertain to Dixon.)

IV.
CAUSES OF ACTION

COUNT ONE – BREACH OF CONTRACT

36. Dixon admits and/or denies Paragraph No. 36 of the Cross-Claim as set forth above.

37. Dixon denies Paragraph No. 37 of the Cross-Claim.

38. Dixon denies Paragraph No. 38 of the Cross-Claim.

39. Dixon denies Paragraph No. 39 of the Cross-Claim.

COUNT TWO – MONEY HAD AND RECEIVED/UNJUST ENRICHMENT

40. Dixon admits and/or denies Paragraph No. 40 of the Cross-Claim as set forth above.

41. Dixon denies Paragraph No. 41 of the Cross-Claim.

42. Dixon denies Paragraph No. 42 of the Cross-Claim.

COUNT THREE – DECLATORY JUDGMENT

43. Dixon admits and/or denies Paragraph No. 43 of the Cross-Claim as set forth above.

44. Dixon denies Paragraph No. 44 of the Cross-Claim.

45. Dixon denies Paragraph No. 45 of the Cross-Claim.

COUNT FOUR –
STATUTORY FRAUD (TEX. BUS. & COM. CODE § 27.01)/
FRAUD BY NON-DISCLOSURE

46. Dixon admits and/or denies Paragraph No. 46 of the Cross-Claim as set forth above.

47. Dixson denies Paragraph No. 47 of the Cross-Claim.

48. Dixson denies Paragraph No. 48 of the Cross-Claim.

**V.
ATTORNEY FEES**

49. Dixson denies Paragraph No. 49 of the Cross-Claim.

**VI.
EXEMPLARY DAMAGES**

50. Dixson denies Paragraph No. 50 of the Cross-Claim.

**VII.
CONDITIONS PRECEDENT**

51. Dixson denies Paragraph No. 51 of the Cross-Claim.

**VIII.
PRAYER**

WHEREFORE, Michael Dixson respectfully requests that the Court deny the relief requested in the Cross-Claim. Michael Dixson respectfully requests such other and further relief to which it is entitled at law or in equity.

MARTIN & LUTZ, P.C.

By: /s/ David Lutz

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ATTORNEYS FOR
MICHAEL DIXSON

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing was served upon all registered ECF users in this case on December 8, 2021 as shown in the list below.

/s/ David Lutz

One of Counsel

21-03009-hcm Notice will be electronically mailed to:

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